

GENERAL TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale below apply to the purchase and national or international delivery of any products manufactured by JH INDUSTRIES (Huet). These general terms and conditions of sale shall be governed by French law.

1. OBJECT OF GENERAL TERMS AND CONDITIONS OF SALE

1.1 Unless agreed otherwise in writing, the conditions hereinafter set forth the rights and obligations of JH INDUSTRIES (Huet) and its customers in connection to the sale activities of JH INDUSTRIES (Huet). Any order placed with JH INDUSTRIES (Huet) implies that the customer has read and fully accepted the following conditions. Only the JH INDUSTRIES (Huet) conditions of sale are applicable. No variation of these conditions shall be binding upon JH INDUSTRIES (Huet) unless previously agreed by JH INDUSTRIES (Huet) in writing. In the event that the General terms and conditions of sale contradict the customer's general terms and conditions of purchase, JH INDUSTRIES (Huet) terms and conditions shall prevail.

1.2 If any part of these terms and conditions are found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.

2. PLACING AN ORDER

2.1 Orders shall only be final and binding when they have been confirmed by a Confirmation Order sent by JH INDUSTRIES (Huet) to the customer. It is the responsibility of the customer to ensure that the details contained in the Confirmation Order are correct. The customer has a one working day delay, following the receipt of the Confirmation order, to indicate to JH INDUSTRIES (Huet) any mistake of any kind relating to the Confirmation Order.

2.2 The Confirmation Order accepted by the customer is considered as a firm and binding sale. Its cancellation after the delay mentioned above does not release the customer from his obligations to accept delivery and from his financial obligations to JH INDUSTRIES (Huet), without prejudice to the possibility for JH INDUSTRIES (Huet) to claim indemnities and penalties.

3. PACKING / TRANSPORT / DELIVERY/ STORAGE

3.1 Packing: According to the conditions of the INCOTERMS, packing is the liability of JH INDUSTRIES (Huet). Without any reserve of the lorry company, packing is considered correct.

3.2 Transport: Transport conditions are negotiated between JH INDUSTRIES (Huet) and the customer within the framework of INCOTERMS 2000. Risks and charges depend of the Incoterm chosen. The binding Incoterm chosen by the parties is duly confirmed on the Confirmation Order.

3.3 Delivery: The customer has a 2 working days delay following the delivery of the goods to indicate to JH INDUSTRIES (Huet) by mail any problem/damage of any kind.

JH INDUSTRIES (Huet) is not liable for disrespect or non fulfilment of the stated delivery deadline of the goods, which are not guaranteed in any manner whatsoever. JH INDUSTRIES' (Huet) obligation to deliver shall be suspended so long as the customer doesn't respect its own commitments or payment obligations, without prior notice to the customer.

3.4 Storage: Every pallet has a sticker on which the precise binding storage conditions are indicated. JH INDUSTRIES (Huet) goods have to be stored in a dry environment and protected against humidity. Laminated doorsets are fragile and have to be handled with care. The doorleaves are protected by a plastic film and the corners are also protected by reinforcement cardboard.

4. PRICE / PAYMENT / TAXES

4.1 Prices, Payment terms and conditions are negotiated at the time of the contract. They are duly mentioned on the Confirmation Order and the Invoices. According to the French Law, the payment of a penalty will be chased for the overdue invoices. This penalty is equal in 15% of the overdue invoices.

4.2 All prices are quoted and mentioned extra VAT.

5. GARANTEE

5.1 The contractual guarantee period given by JH INDUSTRIES (Huet) is 24 months. The guarantee period starts from the invoice issued by JH INDUSTRIES (Huet). JH INDUSTRIES (Huet) shall not be committed to any other guarantee than those stated in this article.

5-2. The JH INDUSTRIES (Huet)'s guarantee shall apply to all parts that are acknowledged to be faulty as a result of defect in manufacturing, assembling or raw material. The guarantee shall cover the repair or replacement of defective parts by JH INDUSTRIES (Huet) at its expense. The defective parts that are replaced free of charge shall be the property of JH INDUSTRIES (Huet).

5.3 JH INDUSTRIES (Huet) shall not be committed to any guarantee:

- a) if JH INDUSTRIES (Huet) has not been notified in writing of any defect within the 24 months period mentioned above.
- b) if the customer has executed or has attempted to execute repairs or alterations to the goods without the prior detailed written consent of JH INDUSTRIES (Huet).
- c) in case of natural movement or distortion, warping, swelling, or splitting caused by timber product being exposed to extremes of temperature or humidity, or it is not correctly stored, treated or hung.
- d) if the customer has failed to respect strictly any implementation instruction of the goods, such as storage instructions, handling instructions, workmanship instructions, and installation instructions.

6- FORCE MAJEURE

JH INDUSTRIES (Huet) shall not be held liable of failure to perform any of its obligations described herein in case of force majeure, in the meaning of and as described in the French law.

7. RETENTION OF TITLE CLAUSE:

All the products remain the property of JH INDUSTRIES (Huet), which shall retain title to the products being sold, until the price – principal and ancillary costs – has been paid in full. In that respect, if the customer is placed subject to court-ordered administration or liquidation proceedings, JH INDUSTRIES (Huet) reserves the right to claim the products and for which it has not received the payment in the context of the insolvency proceedings. .

8. DISPUTES:

Any dispute relating to the conclusion, execution, interpretation hereof shall be governed by French law. If the dispute cannot be resolved out of court, it will be referred to the Court of la Roche-Sur-Yon (France).